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3 **UNITED STATES DISTRICT COURT**
4 **NORTHERN DISTRICT OF CALIFORNIA**
5 **SAN JOSE DIVISION**
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7 JOHN DOE,

8 Plaintiff,

9 v.

10 CITY OF SUNNYVALE, et al.,

11 Defendants.

Case No. 22-cv-08685-BLF

**ORDER GRANTING APPLICATION
FOR GOOD-FAITH SETTLEMENT**

[Re: ECF No. 30]

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15 Now before the Court is the motion by Defendants CITY OF SUNNYVALE and
16 OFFICER JOHN BOGNANNO (“City Defendants”) for a stipulated Application for Good-Faith
17 Settlement. ECF No. 30. Plaintiff; the City Defendants; as well as the only other Defendant in the
18 action, the State of California acting by and through the Department of Justice, have stipulated that
19 the settlement reached between Plaintiff and the City Defendants is a good-faith settlement for
20 purposes of California Code of Civil Procedure §§ 877 and 877.6. ECF Nos. 30, 32. The Court
21 finds the matter suitable for submission without oral argument, and it VACATES the hearing date.
22 *See* Civ. L.R. 7-1(b).

23 Having considered the papers in regard to this motion, the Court hereby rules as follows:

- 24 1. The Application for Good-Faith Settlement is GRANTED; and
25 2. The settlement reached between Plaintiff and the City Defendants substantively
26 complies with California Code of Civil Procedure §§ 877 and 877.6. The settlement terms fairly
27 reflect the City Defendants’ potential liability and the other factors in *Tech-Bilt, Inc. v.*
28 *Woodward-Clyde & Associates*, 38 Cal. 3d 488 (1985). There was no collusion, fraud, or tortious

conduct by the parties in reaching this settlement.

IT IS SO ORDERED.

Dated: July 17, 2023



BETH LABSON FREEMAN
United States District Judge